

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE

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October 11, 2004

T.R.A. DOCKET ROOM

IN RE: *Petition of King's Chapel Capacity,* ) Docket No. 04-00335  
*LLC for Certificate of Convenience and* )  
*Necessity to Serve an Area in Williamson,* )  
*County, Tennessee Known as Ashby Community* )

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**PETITION TO INTERVENE OF TENNESSEE WASTEWATER SYSTEMS, INC.**

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Tennessee Wastewater Systems, Inc. ("TWS"), petitions the Tennessee Regulatory Authority ("TRA"), pursuant to Tennessee Code Annotated § 4-5-310(a), to allow TWS to intervene as a matter of right in the above-captioned *Petition of King's Chapel Capacity, LLC for Certificate of Convenience and Necessity ("CCN") to Serve an Area in Williamson, County, Tennessee Known as Ashby Community*. In support of this Petition, TWS submits that

1) TWS currently has a CCN to serve the same area that King's Chapel Capacity, LLC is petitioning to serve in this docket. See Order Approving Petition of On-Site Systems, Inc. to Amend its Certificate of Convenience and Necessity for Expansion of Service Area, Docket No. 97-01393 (attached).

2) TWS maintains that since it already has a CCN to provide service to this area, King's Chapel Capacity, LLC cannot be granted a CCN to serve the same area. Furthermore, TWS has a contract with the developer of the community at issue in this docket to provide wastewater services (attached)

3) The outcome of the above-captioned proceeding will have a direct impact on the rights, duties, privileges, immunities, or other legal interests of TWS. Moreover, granting this

Petition to Intervene is in the interests of justice and will not impair the orderly and prompt conduct of the proceedings

Therefore, TWS respectfully requests that the TRA grant its Petition to Intervene.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 


Henry Walker  
414 Union Street, Suite 1600  
P O. Box 198062  
Nashville, Tennessee 37219  
(615) 252-2363

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that the foregoing document has been served upon the following persons by hand delivery or by United States Mail, with proper postage thereon.

Charles B. Welch, Jr  
Farris Mathews Branan Bobango Hellen & Dunlap PLC  
618 Church Street, Suite 300  
Nashville, TN 37219

This 11<sup>th</sup> day of October, 2004.

  
\_\_\_\_\_  
Henry Walker

**BEFORE THE TENNESSEE REGULATORY AUTHORITY AT****NASHVILLE, TENNESSEE**

March 31, 1998

**IN RE: PETITION OF ON SITE  
SYSTEMS, INC. TO AMEND ITS  
CERTIFICATE OF CONVENIENCE  
AND NECESSITY**

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**DOCKET NO.: 97-01393**

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**ORDER APPROVING PETITION OF ON-SITE SYSTEMS, INC. TO AMEND ITS  
CERTIFICATE OF CONVENIENCE AND NECESSITY FOR EXPANSION OF SERVICE  
AREA**

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This matter is before the Tennessee Regulatory Authority (the "Authority") for a decision on the Petition of On-Site Systems, Inc. (hereafter the "Company") to amend its Certificate of Convenience and Necessity for expansion of its service area to include a portion of Williamson County, now a part of the Milcrofton Utility District.

On April 4, 1994, On-Site Systems, Inc., received a Certificate of Convenience and Necessity, in Docket No. 93-09040, from the Tennessee Public Service Commission, to provide sewage collection, treatment and disposal for the proposed Oakwood development in Maury County, Tennessee. On August 4, 1997, the Authority approved the Company's Petition to expand its service territory in Montgomery County and in Rutherford County. The Company's current tariff provides for a monthly rate of \$8.49 for sewer service.

This Petition was filed by the Company on August 6, 1997, to expand their service territory to include a portion of the Milcrofton Utility District in Williamson County. The Company represents in its Petition that the Milcrofton Utility District does not currently provide

sewer services to its customers. The Company further represents that a small portion of the Milcrofton Utility District receives sewer service from the City of Franklin, Tennessee. This portion is not included in the current Petition by the Company. The Petition also states that the Microfton Utility District desires sewer service in the proposed service area in the Petition, but does not want either the expense or responsibility of operating the system. The Company further states that the Milcrofton Utility District has given permission to the Company to provide sewer service by letter agreement. A copy of the letter with attached site map from the Utility District is attached as Exhibit A.

On September 23, 1997, this Petition came before the Authority at a regularly scheduled Directors' Conference. Upon consideration of the Petition and pertinent portions of the record, the Directors find the Petition to be consistent with other service-area territory expansion requests previously approved by the Authority for On-Site Systems, Inc. Therefore, the Authority unanimously approves the Company's Petition.

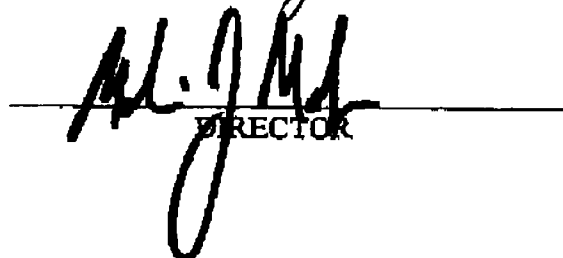
**IT IS THEREFORE ORDERED THAT:**

1. The Petition of On-Site Systems, Inc., to amend its Certificate of Convenience and Necessity to expand its service territory to include a portion of the Milcrofton Utility District in Williamson County is hereby approved;
2. Any party aggrieved with the Authority's decision in this matter may file a Petition for Reconsideration with the Authority within ten (10) days from and after the date of this Order, and

3. Any party aggrieved with the Authority's decision in this matter has the right of judicial review by filing a Petition for Review in the Tennessee Court of Appeals, Middle Section, within sixty (60) days from and after the date of this Order.

  
CHAIRMAN

  
DIRECTOR

  
DIRECTOR

ATTEST:

  
EXECUTIVE SECRETARY

**ON-SITE SYSTEMS, INC.**  
A PUBLIC UTILITY CO.

**RECEIVED**

**AUG 06 1997**

87-013  
6 07 13 45  
EXECUTIVE SECRETARY

August 1, 1997

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

TN REGULATORY AUTHORITY  
GENERAL COUNSEL'S OFFICE


97-01393

Re: Petition to amend Certificate of Convenience and Necessity

Dear Mr. Waddell:

On-Site Systems, Inc. desires to expand its service area to include the Milcrofton Utility District in Williamson County. The attached Petition is in support of our request.

Sincerely,

  
Charles Pickney, Jr., President  
On-Site Systems, Inc.

7638 River Road Pike - Nashville, TN 37209-5733  
Phone (615) 356-7294 Fax (615) 356-7295

**Exhibit A**

**BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

\_\_\_\_\_, 1997

**IN RE: PETITION OF ON-SITE SYSTEMS, INC. TO AMEND ITS  
CERTIFICATE OF CONVENIENCE AND NECESSITY**

Docket No. \_\_\_\_\_

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**Petition of On-Site Systems, Inc.  
to amend its Certificate of Convenience and Necessity**

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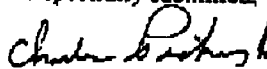
On-Site Systems, Inc. ("On-Site") petitions the Tennessee Regulatory Authority ("TRA") to amend On-Site's Certificate of Convenience and Necessity to expand its service area to include the Milcrofton Utility District in Williamson County. A small portion of the District is presently being served by sewers from the city of Franklin Tennessee and is excluded from the area that On-Site proposes to serve. The area to be served is marked on Exhibit 1-(District Map)

A significant need for sewer service exists in the Milcrofton Utility District, but the need is not currently being met. Milcrofton desires to have sewer service in the proposed service area, but does not wish to incur the expense and responsibility of operating a sewer system. (See attached Resolution)

Numerous land owners desire to develop their property but are unable to do so because of the lack of sewer service in the Milcrofton District. By expanding its service area, On-Site can serve these needs.

In keeping with the procedures of the TRA, a copy of this Petition has been sent to interested parties: Mr. Jerry Sharber, Mayor of Franklin, Tennessee and Mr. Robert Ring, County Executive of Williamson County.

Respectfully submitted,



Charles Pickney, Jr., President  
On-Site Systems, Inc.



**MILCROFTON UTILITY DISTRICT**

1226A Lakeview Drive  
Franklin, Tennessee 37067  
(615) 794-5947  
FAX (615) 791-9872

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**RESOLUTION**


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Whereas, a representative of On-Site Systems, Inc. appeared before the District's Board of Commissioners and requested that the Board consider taking over the operation of a low-pressure pipe wastewater disposal system for a proposed subdivision within the District's boundaries; and

Whereas, the District has never been involved in the wastewater business and has no desire to engage in the wastewater disposal or treatment business;

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners that the District does not desire to enter into the wastewater disposal business within its boundaries at the present time and will not agree to takeover the operation of any system installed by On-Site Systems, Inc. for any subdivision within the District's boundaries.

Dated: June 18, 1997

  
Howard G. Smithson, President

  
Everett Barnard, Vice President

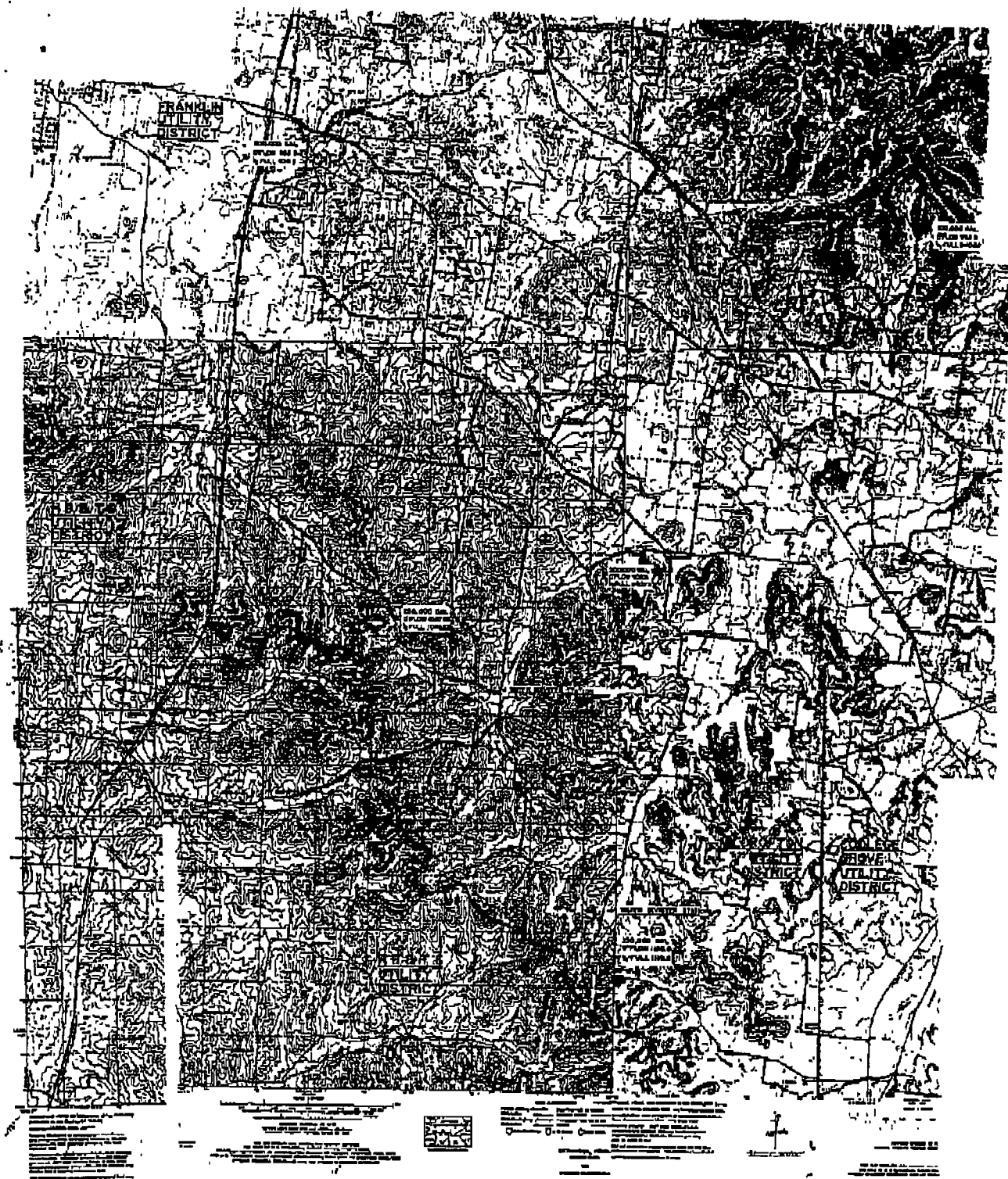
  
Otis Groom, Secretary/Treasurer

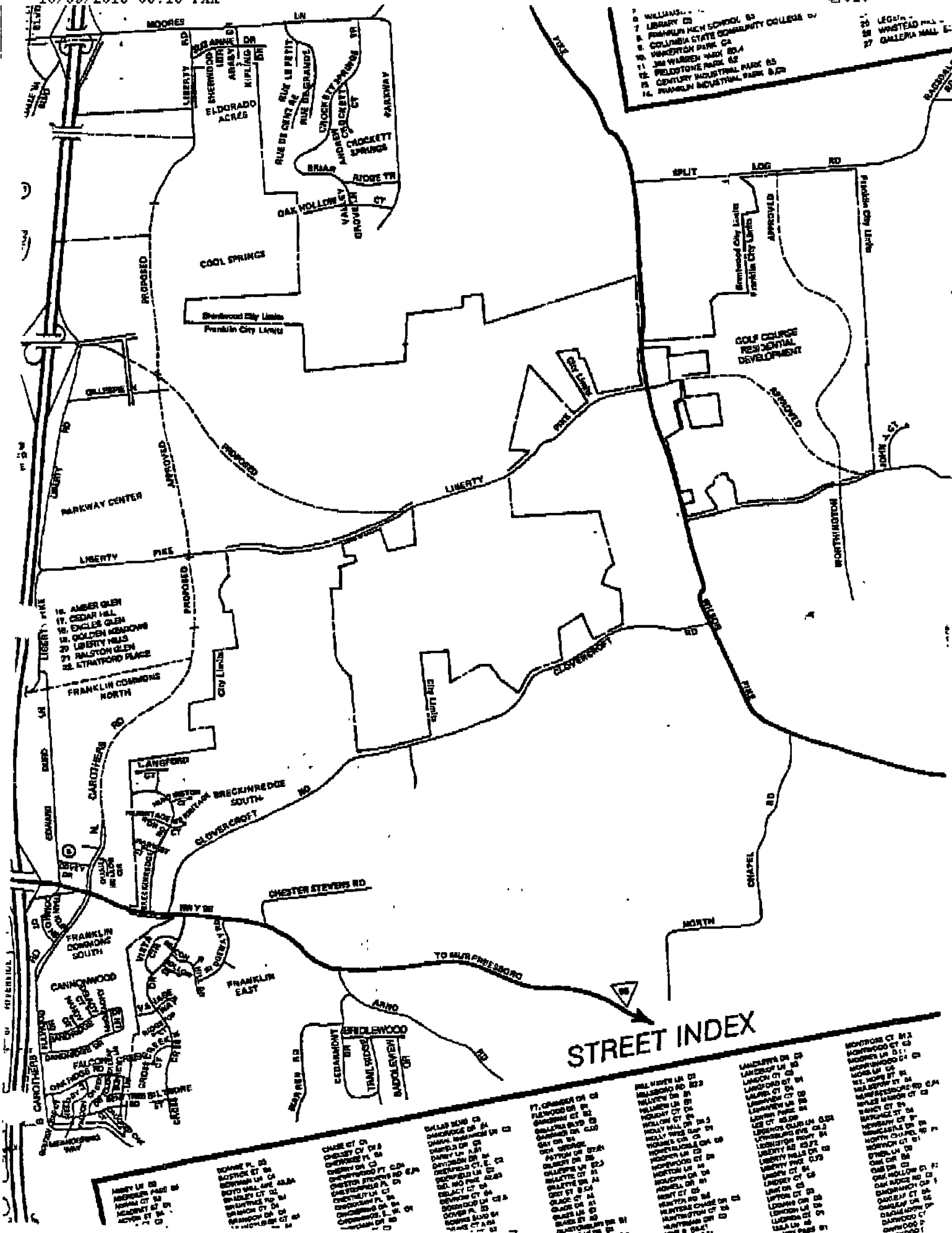
**Exhibit 1 -Map Attachment**

**Explanatory Notes**

**Proposed service area**

The intent of the markings on the attached Map is to outline the Milcrofton Utility District and to exclude from the district areas that are currently being provided sewer service by the City of Franklin. In addition, any areas within the city limits of Franklin are also excluded from the proposed service area





## **SEWER CONTRACT FOR MEADOWBROOK SUBDIVISION**

This AGREEMENT made and entered into this 3rd day of November 2003, by and between Onsite Systems, Inc., hereinafter referred to as "Utility", Onsite Capacity Development Company hereinafter referred to as contractor, and J.Powell Development LLC, hereinafter referred to as "Developer".

### **WITNESSETH**

For and in consideration of the construction costs hereinafter mentioned and the mutual promises of the parties hereinafter contained, particularly that Developer will be responsible for construction of collection system upstream of the pump station, the Contractor will be responsible for the design, and construction of collection system, pump station, force main from pump station to treatment system, the recirculating gravel filter and drip irrigation disposal system; the Utility will be responsible for repair, maintenance and replacement of said sewers herein provided for, and to maintain the total system as required by the Tennessee Department of Environment and Conservation, Water Pollution Division and the Tennessee Regulatory Authority; the developer to pay for cost of construction and other cost as specified herein, and other good and valuable considerations, the receipt of all which is acknowledged, the parties hereto have entered into the following agreement:

The developer is to install collection system, etc. in accordance with drawings, plans, and specification as shown on the plat of subdivision which is attached hereto, and the plans and specification as approved by the Utility's engineers, the State of Tennessee and the Williamson County Planning Commission which said plans and specifications are attached hereto and made a part of this contract.

The contractor is to perform all of the necessary work for the design and installation of treatment and disposal systems, completely install the same at no cost whatsoever to the Utility, all in accordance with plans and specifications hereinabove referred to, and for that purpose has entered into a contract for completion of this work.

All construction begun, continued and completed hereunder shall be subject to the supervision and approval of the Utility's engineers and representatives who shall have a continuous right of inspection throughout the progress of the work. No pipe, fittings, or connection shall be covered until inspected and approved by the Utility. It is specifically understood and agreed that all installation costs, for said installation of the sewer collection system main lines, filter system and drip irrigation system will be paid for by the Developer. The homebuilder will pay for the cost of installing the tanks, pumps and associated equipment at each house.

In the event of a change in the drawings or plat of the subdivision by agreement of the parties, prior to the actual installation of the facilities provided for in the plans and specifications, then such change shall be deemed incorporated in this contract, as though set out verbatim herein, and a copy of said changed plans shall be attached to this contract and made a part hereof. It is further understood that such changed plans, if any, may be looked to for a total description of the properties conveyed to the Utility by the Developer.

The Developer further agrees:

That the Developer will immediately repair at its own cost and expense all breaks, leaks or defects of any type whatsoever arising in the collection system from any cause whatsoever occurring within one (1) year from the date of acceptance by "Utility" of said lines, mains, valves, fittings, etc., which are constructed by Developer.

The developer will pay a \$550,000 for the construction of the sand filter, drip irrigation system as construction progresses. Payments will be made on monthly basis no later than 5 days after bank has funded to developer that portion of completed work. Developer will pay an additional \$3366 per lot, when lot is sold to end user (homeowner) for all lots located in the property owned by Hang Rock, LLC and Arrington Meadows LLC.

Developer will be responsible for posting all performance bonds and cost relating to such bonds, required by Williamson County concerning Meadowbrook Wastewater System.

The developer as a part of his construction contract shall install Service connections for all service sewers to the property line of each lot in said subdivision.

Upon the completion of the installations contracted for herein, the Developer and contractor hereby represents and warrants that no liens or encumbrances shall remain for the installation of said work and that Utility will be held harmless for any claims arising from the construction of said system.

The Utility has contracted with Jarrett Concrete Products and Supply (Hereinafter Jarrett) of Ashland City (792-9332) and Effluent Collection Supply of Smyrna- 793-1291 (Hereinafter ECS) to supply most of the materials for the septic tank installation.

Jarrett will supply all Septic Tanks required for each lot. All houses six bedrooms or less will require a 1500-gallon tank with a four-inch Orenco gravity filter. Larger house will be considered on a case by case basis. The price for 1500-gallon tanks delivered and set will be \$850 each. Prices for tanks are guaranteed not to increase more than 5% per year. ECS or Jarrett may supply Effluent filters, risers and lids. ECS prices are as follows:

Four-inch gravity filters -\$68 00  
24" - DIA x 24 tall riser - \$59.00  
24" - DIA Lid - \$52.72

If pumps and controls are needed, they will be supplied at the usual contractor price.  
Sales tax not included in above prices.

By the execution of this agreement, the Developer hereby represents and warrants that said sewerage system will be installed in accordance with the foregoing provisions and the plans and specifications, and that written easements will be provided five feet (5') in width on each side of the center line of all sewers installed hereunder other than sewers installed along the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the day and date first above written.

By: [Signature] Date: 10-3-03  
Onsite Systems, Inc.  
Robert Pickney, Vice President

By: [Signature] Date: 11-8-03  
Developer - \_\_\_\_\_

By: [Signature] Date: 10-3-03  
Onsite Capacity Development Company  
Robert Pickney - Managing Partner